

Exhibit 1

Counsel for the ResCap Borrower Claims Trust

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

RESIDENTIAL CAPITAL, LLC, et al.,

Debtors.

Case No. 12-12020 (MG)

Chapter 11

Jointly Administered

**RESCAP BORROWER CLAIMS TRUST’S REPLY IN SUPPORT OF ITS
SUPPLEMENTAL OBJECTION TO CLAIM NUMBER 4445 FILED BY ALAN MOSS**

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The ResCap Borrower Claims Trust (the “Borrower Trust”), established pursuant to the terms of the Plan¹ confirmed in the above-captioned Chapter 11 Cases, as successor in interest to the above-captioned Debtors with respect to Borrower Claims, by and through its undersigned counsel, hereby submits this reply (the “Reply”), together with the Second Supplemental Declaration of Deanna Horst, Chief Claims Officer of the ResCap Liquidating Trust (the “Second Supplemental Declaration”), annexed hereto as Exhibit 1, to the response of claimant Alan Moss (“Mr. Moss” or “Claimant”) [Docket No. 8044] (the “Moss Response” or the “Response”) to the *ResCap Borrower Claims Trust’s Supplemental Objection and Reply Regarding Seventy-Fifth Omnibus Objection to Claims (No Liability Borrower Claims)* [Docket No. 7904] (the “Supplemental Objection”) and in further support of the Supplemental Objection. The Borrower Trust respectfully represents as follows:

I. PRELIMINARY STATEMENT

1. Based on the record before this Court, Claimant has failed to meet the burden of proof required to support any component of the claim (the “Claim”) he asserts against Executive Trustee Services, LLC (“ETS”). The Borrower Trust has examined the Moss Response and the Claim and the statements submitted in support thereof. The Borrower Trust has thoroughly examined the Debtors’ Books and Records relating to the Claim and asserts that the Claim is without merit.

2. In short, Claimant’s allegations all stem from one core technicality—an alleged improper substitution of trustee. That is, while ETS was appointed substitute trustee on September 21, 2006 by TCIF, the loan itself was transferred to TCIF only after that date, on June

¹ Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Supplemental Objection.

15, 2007.² This timing discrepancy, and related questions regarding ETS's authority to act as substitute trustee, underpins Mr. Moss's entire Claim.

3. However, there is clear and binding law that resolves this Claim. Specifically, the United States District Court for the Northern District of California has ruled that an improperly appointed substitute trustee is not liable for damages stemming from execution of its duties as trustee where the substitute trustee was not aware that it was not validly the trustee when it acted. See Bergman v. Bank of Am., N.A., Case No. C-13-00741-JCS, 2013 WL 5863057 (N.D. Cal. Oct. 23, 2013). Claimant utilizes accusatory adverbs, such as "deliberately" and "intentionally" to describe ETS's actions in carrying out its duties as substitute trustee. However, Claimant fails to substantiate such colorful language with factual evidence to indicate that ETS had knowledge (or should have had knowledge) of a possible deficiency in its appointment as substitute trustee.

4. Claimant has failed to satisfy the requisite elements of the causes of action he asserts. Mr. Moss's negligence and negligence per se claims fail on each element. Claimant has not provided legal support to establish a duty on the part of a substitute trustee to investigate whether it was properly appointed as trustee. As such, absent an applicable duty, there can be no breach, and no causation. Damages (which, unless accompanied by the other elements of a negligence claim, are irrelevant) are also lacking because Mr. Moss was in default at the time of the foreclosure and related Notices. Similarly, Claimant has not pled facts supporting fraud, or either cause of action relating to emotional distress.

5. For these reasons, and as set forth and in the Supplemental Objection, the Claim should be disallowed and expunged from the Claims Register in its entirety.

² A comprehensive review of the facts is set forth in the Supplemental Objection, Docket No. 7904, pages 4-6.

II. REPLY

6. A filed proof of claim is “deemed allowed, unless a party in interest ... objects.” 11 U.S.C. § 502(a). Section 502(b)(1) of the Bankruptcy Code provides, in relevant part, that a claim may not be allowed to the extent that “such claim is unenforceable against the debtor and property of the debtor, under any agreement or applicable law....” 11 U.S.C. 502(b)(1). Claims objections have a shifting burden of proof. Pursuant to Federal Rule of Bankruptcy Procedure 3001(f), a claimant establishes a prima facie case against a debtor upon filing a proof of claim alleging facts sufficient to support the claim. The objecting party is thereafter required to produce evidence equal in force to that provided by the claimant to rebut the presumption of the claimant’s prima facie case. In re Residential Capital, LLC, 507 B.R. 477, 490 (Bankr. S.D.N.Y. 2014). See also Allegheny Int’l, Inc. v Snyder (In re Allegheny Int’l, Inc.), 954 F.2d 167, 173-74 (3d Cir. 1992).

7. Once an objection refutes an essential allegation of the claim, the burden of persuasion is on the holder of a proof of claim to establish a valid claim against a debtor by a preponderance of the evidence. Residential Capital, 507 B.R. at 490; Feinberg v. Bank of N.Y. (In re Feinberg), 442 B.R. 215, 220-22 (Bankr. S.D.N.Y. 2010); In re Oneida Ltd., 400 B.R. 384, 389 (Bankr. S.D.N.Y. 2009); In re Adelphia Commc’ns Corp., Case No. 02-41729 (REG), 2007 Bankr. LEXIS 660, at *15 (Bankr. S.D.N.Y. Feb. 20, 2007); In re Rockefeller Ctr. Props., 272 B.R. 524, 539 (Bankr. S.D.N.Y. 2000).

A. Entry of Default in State Court Action Does Not Limit ETS’s Ability to Dispute Mr. Moss’s Claim in this Forum

8. Claimant fails to adequately address ETS’s arguments distinguishing between the legal effect of entry of default and default judgment under California law. As plainly stated in the Supplemental Objection, entry of a default is not a final judgment and has no

preclusive effect on the Claim. See Ferraro v. Camarlinghi, 75 Cal. Rptr. 3d 19, 39 (Cal. Ct. App. 2008) (“A clerk’s entry of default possesses none of the characteristics of a preclusive judgment. It is not final; it is not on the merits; it does not decide anything; it results from no litigation of any issue. Indeed it does not adjudicate anything; it is not a judicial act.”) (emphasis omitted). Because there was no default judgment entered in the state court action against ETS, the entry of default alone has no bearing on the merits of Mr. Moss’s claim.

9. Mr. Moss cannot cite any legal authority rebutting this clear point of law. Instead, Claimant points the Court to factually distinguishable cases that deal with default judgments, not entries of default, including Vasey v. Cal. Dance Co., Inc. and Molen v. Friedman. 70 Cal. App. 3d 742 (1977), 64 Cal. App. 4th 1149 (1998). Claimant seeks to further distract the Court with discussion regarding limits on a defaulting party’s right to appear in the state court action following an entry of default. ETS is not seeking to appear in the state court action, but is rather seeking to resolve its bankruptcy claims in Bankruptcy Court. Claimant has provided no authority to indicate that a state court entry of default limits ETS’s rights to appear in this forum.

10. In sum, the fact that a default was entered against ETS has no preclusive effect and does not bar an objection to the Claim.

B. Claimant Has Failed to Establish Any Element of a Negligence or Negligence Per Se Cause of Action Against ETS

11. Mr. Moss has failed to establish that ETS breached a duty owed to Claimant. ETS’s duties as a substitute trustee are circumscribed by statute: “The scope and nature of the trustee’s duties are **exclusively defined by the deed of trust and the governing statutes. No other common law duties exist.**” Kachlon v. Markowitz, 168 Cal. App. 4th 316, 335 (Cal. Ct. App. 2008) (emphasis added). While Claimant asks the Court to read into the

statute an implied duty to investigate chain of title relating to a substitute trustee's appointment, no such duty exists.

12. Mr. Moss peppers his Response with irrelevant cases written on profoundly distinguishable facts.³ But he has not offered one case finding that a substitute trustee has a duty to launch an investigation into whether it was properly appointed as substitute trustee. By contrast, binding case law has established that a substitute trustee does not incur liability for acting as trustee despite an alleged defect in chain of title. See Bergman, 2013 WL 5863057.

13. Mr. Moss avoids the plain implications of the Bergman decision in his Response by lamenting its length (52 pages) and apparent complexity. As such, the Borrower Trust will highlight the relevant facts and holdings in more detail to underscore the case's relevance. In Bergman, plaintiffs entered into a deed of trust (a "DOT") with Bank of America and PRLAP, Inc. in connection with a refinance of their home in California. After recording the DOT, Bank of America allegedly sold its beneficial interest in the DOT to a securitized trust, and thereafter appointed Trustee Corps as substitute trustee. Although Trustee Corps was appointed after Bank of America allegedly sold its interest in the DOT, the substitute trustee purported to act for Bank of America, not the securitized trust. Trustee Corps recorded a notice of trustee's sale and sold the property. Plaintiffs sued Trustee Corps, and others, asserting that because Bank of America had previously sold the DOT, it did not have authority to execute the substitution of trustee appointing Trustee Corps. Accordingly, plaintiffs alleged that Trustee Corps did not have

³ See e.g., Friedman v. Merck & Co., 107 Cal. App. 4th 454 (2003) (examining duty to warn of animal byproducts in tuberculous test where plaintiff was strict ethical vegan and asserted injuries from exposure to animal byproduct in test); Rowland v. Christian, 69 Cal. 2d 108 (1968) (examining duty of host to warn social guest of defects in bathroom fixtures). Mr. Moss does cite certain cases that deal more directly with the duties of a trustee, but not one case supports the assertion that ETS had a duty to examine the chain of title before accepting and executing its duties as substitute trustee.

authority to exercise any trustee duties, such as recording a notice of trustee sale or selling the property. Bergman, 2013 WL 5863057 at *13.

14. In rejecting plaintiffs' claims against the substitute trustee, the Bergman court explained that plaintiffs "have not plausibly alleged that Trustee Corps was aware, or should have been aware, that it was not validly the trustee when it recorded [the notice of trustee's sale and trustee's deed]" Id. at *20. Further, the court noted that plaintiffs failed to assert "facts to suggest that Trustee Corps should have been able to discover Bank of America's alleged lack of authority." Id. The court, therefore, refused to expand the duties of a substitute trustee to include a duty to investigate the authority of the entity appointing the substitute trustee.

15. The Bergman case is also instructive on damages in this case. The court held that plaintiffs were not prejudiced by Trustee Corps' actions, even if it was technically not authorized to act as substitute trustee, because plaintiffs failed to "plausibly allege that they did not default on their loan obligations, and they have failed to allege any facts to suggest that they would not have been foreclosed upon anyway." Id. at *23. Similarly, Mr. Moss has provided no plausible evidence that he did not default on his loan obligations, and no evidence that he would not have faced foreclosure in any event (that is, if there was no allegation that ETS was improperly appointed as substitute trustee). See Second Supplemental Declaration at ¶ 4 (describing documentary evidence of Claimant's default status at relevant times).

16. Mr. Moss newly asserts in his Response that he was not in default at the time of the "actions," however he has provided no evidence to support that statement. See Moss Response at p. 23. It is not clear what "actions" Mr. Moss is referencing, however the Books and Records reflect that Mr. Moss was indeed in default at the time ETS filed the Notice of Default and the Notice of Trustee's Deed Upon Sale. To aid the Court, the Borrower Trust has attached

to the Second Supplemental Declaration evidence of Mr. Moss's payment defaults. See Exhibit A to Second Supplemental Declaration. Mr. Moss also newly asserts in the Response that ETS foreclosed despite "a written agreement to cancel the scheduled foreclosure sale." Moss Response at p. 2. The Borrower Trust examined the Debtors' Books and Records in an effort to validate the accuracy of this assertion. In short, the Borrower Trust found no evidence of such a written agreement.⁴

17. In sum, Mr. Moss has failed to show that ETS owed him a duty to investigate the authority of TCIF to appoint ETS as substitute trustee. Mr. Moss has failed to establish damages. All other elements of claims for negligence similarly fail.

18. With respect to negligence per se, Claimant fails to meaningfully rebut Borrower Trust's legal authority holding that violations of Cal. Civil Code sections 2924 and 2934 cannot give rise to a claim of negligence per se. See Maomanivong v. Nat'l City Mortg. Co., No. C-13-05433 DMR, 2014 U.S. Dist. LEXIS 130513, 51-53 (N.D. Cal. Sept. 15, 2014) (refusing to allow violations of sections 2924 and 2934 to serve as basis for negligence per se claim because "permitting negligence liability [for such violations] would expand the scope of the remedies the California legislature contemplated for a violation of those statutes."). Claimant grasps at a factual distinction, asserting that the Maomanivong case related to a claim against a lender not a trustee and is thus "totally inapposite." Moss Response at p. 21. However

⁴ The Books and Records do not support this allegation. One June 11, 2008, two days before the scheduled trustee's sale, Mr. Moss contacted GMAC Mortgage LLC ("GMACM") to request a loan modification. GMACM's servicing notes reflect that during this call GMACM offered Mr. Moss a six-month foreclosure repayment agreement consisting of a \$50,000 down payment and six monthly payments of \$6,740.78. Mr. Moss accepted this and paid the \$50,000. The sale set for June 13, 2008 was postponed. On June 13, 2008 GMACM mailed a copy of the foreclosure repayment agreement to Mr. Moss. GMACM records do not indicate receiving an executed copy from Mr. Moss. Further, Mr. Moss did not make the next payment which was due on July 12, 2008 in the amount of \$6,740.78. Foreclosure was recommenced on July 18, 2008. On August 21, 2008 GMACM received a personal check from Mr. Moss in the amount of \$6,000. The check was returned to Mr. Moss as it was less the amount owed under the foreclosure repayment agreement and untimely. See Second Supplemental Declaration at ¶ 5.

nothing in the Maomanivong case suggests that the holding should be limited to lender claims or that negligence per se could arise under the same statutory provisions on different facts.

C. Claimant Has Failed to Plausibly Allege Facts that Support His Claim Against ETS for Fraud

19. In the Moss Response, Claimant fails to proffer sufficient facts to satisfy the elements of a cause of action for fraud. Again, the elements of fraud in California are: (1) defendant made a false representation as to a past or existing material fact; (2) the defendant knew the representation was false at the time it was made; (3) in making the representation, the defendant intended to deceive the plaintiff; (4) the plaintiff justifiably and reasonably relied on the representation; and (5) the plaintiff suffered resulting damages. See Lazar v. Superior Court of L.A. Cnty., 909 P.2d 981, 984 (Cal. 1996). Even if Claimant believes the first prong is satisfied by recording the Notices (it is not), Claimant offers no facts whatsoever to show that ETS had knowledge of a possible deficiency in its authority as substitute trustee or intent to deceive when it filed the Notices. Mr. Moss has asserted no facts with respect to the fourth prong, reliance, and his assertions regarding damages fail.

20. Mr. Moss has failed to show how ETS' actions resulted in any compensable damages that would support his Claim. Again, the Bergman case is helpful on damages. The plaintiffs in Bergman asserted damages because they were ousted from their home through the foreclosure process, lost their equity in the home, and were forced to retain counsel to challenge the foreclosure. Bergman, 2013 WL 5863057 at *23. Even so, Mr. and Mrs. Bergman were not prejudiced by the foreclosure according to the District Court, notwithstanding the allegation that the successor trustee did not have authority to conduct the sale. The court classified the alleged lack of authority on the part of the substitute trustee as a "mere irregularity" in the process, which did not ultimately harm the plaintiffs who would have

been subjected to foreclosure regardless of that irregularity. Bergman, 2013 WL 5863057 at *21 (discussing cases where no prejudice was found because plaintiff “would have been foreclosed on anyway.”).

21. Compared with the Bergmans, Mr. Moss has fared better—the Notices have been rescinded and Mr. Moss has retained title to his property. More importantly, just like the Bergmans, Mr. Moss’s foreclosure happened as a result of his own default, not as a result of “mere irregularities” in the process, such as an improper substitution of trustee. In short, there is no fraud based on these facts.

D. Without A Viable Claim for Negligence or Fraud, Claimant Has No Valid Claim for Emotional Distress

22. Mr. Moss has failed to show that he is entitled to emotional damages. Even if Mr. Moss suffered emotional distress during the litigation and foreclosure process, his suffering does not give rise to a claim against ETS without a showing that ETS is liable for negligence or fraud—neither of which is supported by the facts. Mr. Moss includes in his Response several cases discussing damages for emotional distress. However, not one of those cases awards damages for emotional distress absent a negligent act or fraud or other underlying wrong. In short, ETS committed no wrong against Mr. Moss. See Bergman, 2013 WL 5863057 at *21 (“Plaintiffs must make allegations that prejudice was caused by defects in the foreclosure process, rather than their own default.”).

E. Claimant Fails to Offer any Plausible Evidence to Support His Claim for Intentional Infliction of Emotional Distress

23. Finally, Mr. Moss fails to support his claim for intentional infliction of emotional distress. Again, the elements of a cause of action for intentional infliction of emotional distress are (1) the defendant engaged in extreme and outrageous conduct with the intention of causing, or reckless disregard of the probability of causing, severe emotional

distress to the plaintiff; (2) the plaintiff actually suffered severe or extreme emotional distress; and (3) the outrageous conduct was the actual and proximate cause of the emotional distress.

See Bock v. Hansen, 225 Cal. App. 4th 215, 232-233 (Cal. App. 1st Dist. 2014).

24. Mr. Moss failed to meaningfully rebut Borrower Trust's authority for the proposition that foreclosing on a property does not amount to "outrageous conduct." See e.g. Aguinaldo v. Ocwen Loan Serv., LLC, No. 12-CV-01393-EJD, 2012 WL 3835080, at *7 (N.D. Cal. Sep. 4, 2012) ("[A]s a matter of law . . . foreclosing on property does not amount to the 'outrageous conduct' required to support a claim for intentional infliction of emotional distress."). Mr. Moss simply dismisses the authority saying that the cases are "necessarily limited to the facts", but without providing any specific factual distinctions. Moss Response at 24 (also offering an irrelevant case regarding loan modifications). Fundamentally, again, Mr. Moss does not provide any support for the argument that ETS intended to cause, or acted with reckless disregard of the probability of causing, severe emotional distress to Claimant.

25. As a result, Mr. Moss cannot assert a cause of action for intentional infliction of emotional distress.

CONCLUSION

26. WHEREFORE, the Borrower Trust respectfully submits that the relief requested in the Objection should be granted in its entirety.

Dated: February 5, 2015
New York, New York

/s/ Norman S. Rosenbaum
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Exhibit 1

Second Supplemental Declaration

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

-----)	
In re:)	Case No. 12-12020 (MG)
)	
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
)	
Debtors.)	Jointly Administered
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**SECOND SUPPLEMENTAL DECLARATION OF DEANNA HORST IN SUPPORT OF
THE RESCAP BORROWER CLAIMS TRUST’S REPLY IN SUPPORT OF ITS
SUPPLEMENTAL OBJECTION TO CLAIM NUMBER 4445 FILED BY ALAN MOSS**

I, Deanna Horst, hereby declare as follows:

1. I am the Chief Claims Officer for The ResCap Liquidating Trust (the “Liquidating Trust”), and previously served as Chief Claims Officer for Residential Capital, LLC and its affiliates (“ResCap”), a limited liability company organized under the laws of the state of Delaware and the parent of the other debtors in the above-captioned Chapter 11 Cases (collectively, the “Debtors”). I have been employed by affiliates of ResCap since August of 2001. In June 2012, I became Senior Director of Claims Management for ResCap and, in October of 2013, I became the Chief Claims Officer of ResCap. I began my association with ResCap in 2001 as the Director, Responsible Lending Manager, charged with managing the Debtors’ responsible lending on-site due diligence program. In 2002, I became the Director of Quality Asset Management, managing Client Repurchase, Quality Assurance and Compliance—a position I held until 2006, at which time I became the Vice President of the Credit Risk Group, managing Correspondent and Broker approval and monitoring. In 2011, I became the Vice President, Business Risk and Controls, and supported GMAC Mortgage, LLC and Ally Bank in this role. In my current position, I am responsible for Claims Management and Reconciliation

and Client Recovery. I am authorized to submit this declaration (the “Second Supplemental Declaration”) in support of *ResCap Borrower Claims Trust’s Reply in Support of Its Supplemental Objection to Claim No. 4445 Filed by Alan Moss* (the “Reply”).¹ This Second Supplemental Declaration supports the Reply and serves to supplement my prior declaration filed on December 19, 2014 (the “Supplemental Declaration”) [Docket No. 7904, Ex. 1], which is incorporated herein by reference. This Second Supplemental Declaration does not address the points previously set forth in the Supplemental Declaration, but rather addresses those new issues raised by Mr. Moss in the Moss Response.

2. Except as otherwise indicated, all facts set forth in this Declaration are based upon my personal knowledge of the Debtors’ operations and finances, information learned from my review of relevant documents and information I have received through my discussions with other former members of the Debtors’ management or other former employees of the Debtors, the Liquidating Trust’s employees, professionals, and consultants, and/or Kurtzman Carson Consultants LLC, the Debtors’ noticing and claims agent. If I were called upon to testify, I could and would testify competently to the facts set forth in the Reply and Second Supplemental Objection on that basis.

3. In my capacity as Chief Claims Officer, I am intimately familiar with the claims reconciliation process in these Chapter 11 Cases. Except as otherwise indicated, all statements in this Declaration are based upon my familiarity with the Debtors’ books and records that were prepared and kept in the course of their regularly conducted business activities (the “Books and Records”), the Debtors’ schedules of assets and liabilities and statements of financial affairs filed in these Chapter 11 Cases (collectively, the “Schedules”), my review and reconciliation of claims, and/or my review of relevant documents. I or other Liquidating Trust

¹ Capitalized terms not defined herein shall have the meanings ascribed to them in the Reply.

personnel under my supervision have reviewed and analyzed the proof of claim form and supporting documentation filed by Mr. Moss. Since the Plan became effective and the Borrower Trust was established, I, along with other members of the Liquidating Trust, have consulted with the Borrower Trust to continue the claims reconciliation process, analyze claims, and determine the appropriate treatment of the same.² In connection with such review and analysis, where applicable, I or other Liquidating Trust personnel, together with the Liquidating Trust's and the Borrower Trust's professional advisors, have reviewed (i) information supplied or verified by former personnel in departments within the Debtors' various business units, (ii) the Books and Records, (iii) the Schedules, (iv) other filed proofs of claim, and/or (v) the official claims register maintained in the Debtors' Chapter 11 Cases.

4. In the Moss Response, Mr. Moss asserts that he was not in default at the relevant "actions". See Moss Response at p. 23. However, the Books and Records reflect that Mr. Moss was indeed in default at the time of the filing of the Notice of Default and the Notice of Trustee's Deed Upon Sale. A copy of Mr. Moss's payment history is attached hereto as Exhibit A.

5. In the Moss Response, Mr. Moss also asserts that ETS foreclosed despite a written agreement to cancel the scheduled foreclosure sale. A review of the Books and Records do not support this allegation. One June 11, 2008, two days before the scheduled trustee's sale, Mr. Moss contacted GMAC Mortgage LLC ("GMACM") to request a loan modification. GMACM's servicing notes reflect that during this call GMACM offered Mr. Moss a six-month foreclosure repayment agreement consisting of a \$50,000 down payment and six monthly

² The ResCap Liquidating Trust and the ResCap Borrower Claims Trust are parties to an Access and Cooperation Agreement, dated December 17, 2013, which, among other things, provides the Borrower Trust with access to the books and records held by the Liquidating Trust and Liquidating Trust's personnel to assist the Borrower Trust in performing its obligations.

payments of \$6,740.78. Mr. Moss accepted this and paid the \$50,000. The foreclosure sale set for June 13, 2008 was cancelled. On June 13, 2008 GMACM mailed a copy of the foreclosure repayment agreement to Mr. Moss. GMACM records do not indicate receiving an executed copy from Mr. Moss. Further, Mr. Moss did not make the next payment which was due on July 12, 2008 in the amount of \$6,740.78. Foreclosure was recommenced on July 18, 2008. On August 21, 2008 GMACM received a personal check from Mr. Moss in the amount of \$6,000. The check was returned to Mr. Moss as it was less than the amount owed under the foreclosure repayment agreement and made untimely. A copy of relevant sections of the servicing notes are included in Exhibit B. A copy of the foreclosure repayment agreement sent to Mr. Moss is attached hereto as Exhibit C.

Pursuant to 28 U.S.C. § 1746, I declare under penalty of perjury that the foregoing is true and correct.

Dated: February 5, 2015

/s/ Deanna Horst
Deanna Horst
Chief Claims Officer for ResCap
Liquidating Trust

Exhibit A

12112020 mg Dec 87621 Filed 06/18/15 Entered 06/18/15 12:15:09 Exhibit A to													
				12112020 mg Dec 87621 Filed 06/18/15 Entered 06/18/15 12:15:09 Exhibit A to									
	02/07/2013	12/01/2007	\$604,642.14 Escrow Refund		R04	\$10,870.21	\$0.00	\$0.00	\$10,870.21	\$0.00	\$0.00	\$0.00	\$0.00
	01/17/2013	12/01/2007	\$0.00 Comment		SLC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	01/04/2013	12/01/2007	\$0.00 FEE	040	FB	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	\$0.00	\$0.00	\$0.00
	01/03/2013	12/01/2007	\$604,642.14 Escrow Refund-REO Fire		R23	\$280.00	\$0.00	\$0.00	\$280.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/27/2012	12/01/2007	\$604,642.14 Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,329.19
	12/27/2012	12/01/2007	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4,329.19
	12/26/2012	12/01/2007	\$604,642.14 PAYMENT		PT	(\$61,929.57)	\$0.00	\$0.00	(\$67,633.17)	\$0.00	\$5,703.60	\$0.00	\$0.00
	12/26/2012	12/01/2007	\$604,642.14 PAYMENT		RT	\$61,929.57	\$0.00	\$0.00	\$67,633.17	\$0.00	(\$5,703.60)	\$0.00	\$0.00
	12/26/2012	12/01/2007	\$0.00 Unapplied		UFU	\$5,703.60	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/10/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	11/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	11/07/2012	12/01/2007	\$604,642.14 Escrow Disb-Tax County		E90	(\$5,502.30)	\$0.00	\$0.00	(\$5,502.30)	\$0.00	\$0.00	\$0.00	\$0.00
	10/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	09/10/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	08/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	07/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	06/11/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	05/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	04/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	03/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	03/07/2012	12/01/2007	\$604,642.14 Escrow Disb-Tax County		E90	(\$5,353.96)	\$0.00	\$0.00	(\$5,353.96)	\$0.00	\$0.00	\$0.00	\$0.00
	02/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	01/09/2012	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	12/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	11/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	11/09/2011	12/01/2007	\$604,642.14 Escrow Disb-Tax County		E90	(\$5,353.96)	\$0.00	\$0.00	(\$5,353.96)	\$0.00	\$0.00	\$0.00	\$0.00
	10/10/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	09/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	08/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	07/11/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	06/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	05/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	04/11/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	03/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	03/09/2011	12/01/2007	\$604,642.14 Escrow Disb-Tax County		E90	(\$5,088.01)	\$0.00	\$0.00	(\$5,088.01)	\$0.00	\$0.00	\$0.00	\$0.00
	02/09/2011	12/01/2007	\$604,642.14 Escrow Disb-REO Fire		E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00

12112020 mg Dec 876621 Filed 06/18/15 Entered 06/18/15 12:02:09 Exhibit A to Exhibit 25 of 42 of 8													
	01/10/2011	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	12/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	11/10/2010	12/01/2007	\$604,642.14	Escrow Disb-Tax County	E90	(\$5,088.01)	\$0.00	\$0.00	(\$5,088.01)	\$0.00	\$0.00	\$0.00	\$0.00
	11/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	10/11/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	09/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	08/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	07/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	06/24/2010	12/01/2007	\$0.00	FEE	040	FB	\$6,198.60	\$0.00	\$0.00	\$6,198.60	\$0.00	\$0.00	\$0.00
	06/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	05/10/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	04/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	03/10/2010	12/01/2007	\$604,642.14	Escrow Disb-Tax County	E90	(\$2,587.88)	\$0.00	\$0.00	(\$2,587.88)	\$0.00	\$0.00	\$0.00	\$0.00
	03/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	02/09/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$579.00)	\$0.00	\$0.00	(\$579.00)	\$0.00	\$0.00	\$0.00	\$0.00
	01/25/2010	12/01/2007	\$0.00	FEE	164	FB	\$83.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
	01/11/2010	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$634.00)	\$0.00	\$0.00	(\$634.00)	\$0.00	\$0.00	\$0.00	\$0.00
	12/09/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$634.00)	\$0.00	\$0.00	(\$634.00)	\$0.00	\$0.00	\$0.00	\$0.00
	11/11/2009	12/01/2007	\$604,642.14	Escrow Disb-Tax County	E90	(\$2,587.88)	\$0.00	\$0.00	(\$2,587.88)	\$0.00	\$0.00	\$0.00	\$0.00
	11/09/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$634.00)	\$0.00	\$0.00	(\$634.00)	\$0.00	\$0.00	\$0.00	\$0.00
	10/09/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$634.00)	\$0.00	\$0.00	(\$634.00)	\$0.00	\$0.00	\$0.00	\$0.00
	09/09/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$634.00)	\$0.00	\$0.00	(\$634.00)	\$0.00	\$0.00	\$0.00	\$0.00
	08/10/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$663.00)	\$0.00	\$0.00	(\$663.00)	\$0.00	\$0.00	\$0.00	\$0.00
	07/09/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$663.00)	\$0.00	\$0.00	(\$663.00)	\$0.00	\$0.00	\$0.00	\$0.00
	06/09/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$663.00)	\$0.00	\$0.00	(\$663.00)	\$0.00	\$0.00	\$0.00	\$0.00
	05/13/2009	12/01/2007	\$604,642.14	Escrow Disb-REO Fire	E23	(\$663.00)	\$0.00	\$0.00	(\$663.00)	\$0.00	\$0.00	\$0.00	\$0.00
	05/11/2009	12/01/2007	\$0.00	FEE	040	FB	\$7.00	\$0.00	\$0.00	\$7.00	\$0.00	\$0.00	\$0.00
	05/08/2009	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	04/22/2009	12/01/2007	\$0.00	FEE	164	FB	\$83.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
	04/13/2009	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	03/11/2009	12/01/2007	\$604,642.14	Escrow Disb-Tax County	E90	(\$2,365.65)	\$0.00	\$0.00	(\$2,365.65)	\$0.00	\$0.00	\$0.00	\$0.00
	03/11/2009	12/01/2007	\$0.00	FEE	040	FB	\$7.00	\$0.00	\$0.00	\$7.00	\$0.00	\$0.00	\$0.00
	03/10/2009	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	02/13/2009	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	01/13/2009	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	12/31/2008	12/01/2007	\$604,642.14	Interest On Escrow	EI	\$6.94	\$0.00	\$0.00	\$6.94	\$0.00	\$0.00	\$0.00	\$0.00
	12/05/2008	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	11/11/2008	12/01/2007	\$604,642.14	Escrow Disb-Tax County	E90	(\$2,365.65)	\$0.00	\$0.00	(\$2,365.65)	\$0.00	\$0.00	\$0.00	\$0.00
	11/10/2008	12/01/2007	\$0.00	FEE	011	FB	\$11.25	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00

	10/29/2008	12/01/2007	\$0.00 FEE	164	FB	\$0.00	\$0.00	\$0.00	\$0.00	\$83.00	\$0.00	\$0.00	\$0.00
	10/07/2008	12/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	09/09/2008	12/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	06/16/2008	12/01/2007	\$0.00 FEE	040	FB	\$2,517.90	\$0.00	\$0.00	\$0.00	\$2,517.90	\$0.00	\$0.00	\$0.00
	06/13/2008	07/01/2007	\$605,690.39 PAYMENT		RP	\$6,740.78	\$312.35	\$5,176.27	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	08/01/2007	\$605,485.02 PAYMENT		RP	\$7,703.71	\$205.37	\$6,246.18	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	09/01/2007	\$605,277.53 PAYMENT		RP	\$7,703.71	\$207.49	\$6,244.06	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	10/01/2007	\$605,067.90 PAYMENT		RP	\$7,703.71	\$209.63	\$6,241.92	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	11/01/2007	\$604,856.11 PAYMENT		RP	\$7,703.71	\$211.79	\$6,239.76	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	12/01/2007	\$604,642.14 PAYMENT		RP	\$7,703.71	\$213.97	\$6,237.58	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	12/01/2007	\$604,642.14 PAYMENT		SR	\$4,740.67	\$0.00	\$0.00	\$0.00	\$0.00	\$4,740.67	\$0.00	\$0.00
	06/13/2008	12/01/2007	\$0.00 Unapplied		UFF	\$4,740.67	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	06/13/2008	06/12/2008	\$0.00 Comment		RPL	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	06/11/2008	06/01/2007	\$606,002.74 Non-Cash		AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,857.37)
	06/11/2008	06/01/2007	\$0.00 Unapplied		UFF	\$962.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	06/11/2008	06/01/2007	\$0.00 Unapplied		UFU	(\$962.93)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	06/11/2008	06/01/2007	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,857.37)
	06/05/2008	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	05/13/2008	06/01/2007	\$0.00 FEE	164	FB	\$85.00	\$0.00	\$0.00	\$0.00	\$85.00	\$0.00	\$0.00	\$0.00
	04/29/2008	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	04/02/2008	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	03/17/2008	06/01/2007	\$606,002.74 Escrow Disb-Tax County		E90	(\$2,328.43)	\$0.00	\$0.00	(\$2,328.43)	\$0.00	\$0.00	\$0.00	\$0.00
	02/21/2008	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	01/23/2008	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	01/14/2008	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	12/11/2007	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	12/07/2007	06/01/2007	\$0.00 FEE	040	FB	\$1,792.61	\$0.00	\$0.00	\$0.00	\$1,792.61	\$0.00	\$0.00	\$0.00
	12/03/2007	06/01/2007	\$0.00 FEE	164	FB	\$85.00	\$0.00	\$0.00	\$0.00	\$85.00	\$0.00	\$0.00	\$0.00
	11/08/2007	06/01/2007	\$606,002.74 Escrow Disb-Tax County		E90	(\$2,328.43)	\$0.00	\$0.00	(\$2,328.43)	\$0.00	\$0.00	\$0.00	\$0.00
	10/26/2007	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	10/08/2007	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	09/06/2007	06/01/2007	\$0.00 FEE	028	FB	\$30.00	\$0.00	\$0.00	\$0.00	\$30.00	\$0.00	\$0.00	\$0.00
	08/29/2007	06/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	08/01/2007	06/01/2007	\$606,002.74 PAYMENT		AP	\$6,740.78	\$309.70	\$5,178.92	\$1,252.16	\$0.00	\$0.00	\$0.00	\$0.00
	08/01/2007	06/01/2007	\$606,002.74 PAYMENT		SWA	\$962.93	\$0.00	\$0.00	\$0.00	\$0.00	\$962.93	\$0.00	\$0.00
	08/01/2007	06/01/2007	\$0.00 Unapplied		UFU	\$962.93	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08/01/2007	06/01/2007	\$0.00 Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$274.43)
	07/27/2007	05/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00
	06/28/2007	05/01/2007	\$0.00 FEE	011	FB	\$11.25	\$0.00	\$0.00	\$0.00	\$11.25	\$0.00	\$0.00	\$0.00

	06/25/2007	05/01/2007	\$606,312.44	PAYMENT	12112020 mg	Dec 87661	AP	\$5,186.72	\$301.90	\$5,186.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	06/25/2007	05/01/2007	\$0.00	Unapplied			UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$548.86)
	04/25/2007	04/01/2007	\$0.00	FEE		164	FB	\$135.00	\$0.00	\$0.00	\$0.00	\$135.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/23/2007	03/01/2007	\$606,924.00	PAYMENT			RP	\$5,488.62	\$301.90	\$5,186.72	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/23/2007	03/01/2007	\$0.00	Unapplied			UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$274.43)
	04/23/2007	04/01/2007	\$606,619.52	PAYMENT			RP	\$6,511.38	\$304.48	\$5,184.14	\$0.00	\$0.00	(\$942.41)	\$0.00	\$1,965.17	
	04/23/2007	04/01/2007	\$0.00	Unapplied			UFU	(\$942.41)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/23/2007	04/01/2007	\$0.00	Unapplied			UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,965.17
	04/16/2007	02/01/2007	\$0.00	FEE		040	FE	\$4,546.21	\$0.00	\$0.00	\$0.00	\$4,546.21	\$0.00	\$0.00	\$0.00	\$0.00
	04/16/2007	02/01/2007	\$607,225.90	PAYMENT			PR0	\$0.00	(\$301.90)	(\$5,186.72)	\$0.00	\$0.00	\$5,488.62	\$0.00	\$0.00	\$0.00
	04/16/2007	02/01/2007	\$607,225.90	PAYMENT			SR	(\$4,546.21)	\$0.00	\$0.00	\$0.00	\$0.00	(\$4,546.21)	\$0.00	\$0.00	\$0.00
	04/16/2007	02/01/2007	\$0.00	Unapplied			UFE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/16/2007	02/01/2007	\$0.00	Unapplied			UFF	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/16/2007	02/01/2007	\$0.00	Unapplied			UFU	\$942.41	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/16/2007	03/01/2007	\$0.00	FEE		040	FE	\$445.29	\$0.00	\$0.00	\$0.00	\$445.29	\$0.00	\$0.00	\$0.00	\$0.00
	04/16/2007	03/01/2007	\$606,924.00	PAYMENT			SR	(\$445.29)	\$0.00	\$0.00	\$0.00	\$0.00	(\$445.29)	\$0.00	\$0.00	\$0.00
	04/16/2007	03/01/2007	\$0.00	Unapplied			UFF	(\$445.29)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/22/2007	01/01/2007	\$607,525.24	PAYMENT			PA	\$0.00	\$296.81	\$5,191.81	\$0.00	\$0.00	(\$5,488.62)	\$0.00	\$0.00	\$0.00
	03/22/2007	01/01/2007	\$0.00	Unapplied			UFU	(\$5,488.62)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/22/2007	01/01/2007	\$0.00	Unapplied			UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$274.43)
	03/22/2007	02/01/2007	\$607,225.90	PAYMENT			PA	\$0.00	\$299.34	\$5,189.28	\$0.00	\$0.00	(\$5,488.62)	\$0.00	\$0.00	\$0.00
	03/22/2007	02/01/2007	\$0.00	Unapplied			UFU	(\$5,488.62)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/22/2007	03/01/2007	\$606,924.00	PAYMENT			PA	\$0.00	\$301.90	\$5,186.72	\$0.00	\$0.00	(\$5,488.62)	\$0.00	\$0.00	\$0.00
	03/22/2007	03/01/2007	\$0.00	Unapplied			UFE	(\$2,351.90)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/22/2007	03/01/2007	\$0.00	Unapplied			UFF	(\$2,113.96)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/22/2007	03/01/2007	\$0.00	Unapplied			UFU	(\$1,022.76)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/21/2007	12/01/2006	\$607,822.05	PAYMENT			SR	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00
	03/21/2007	12/01/2006	\$0.00	Unapplied			UFU	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	03/13/2007	12/01/2006	\$0.00	FEE		040	FB	\$4,991.50	\$0.00	\$0.00	\$0.00	\$4,991.50	\$0.00	\$0.00	\$0.00	\$0.00
	03/09/2007	12/01/2006	\$607,822.05	Escrow Disb-Tax County			E90	(\$2,263.14)	\$0.00	\$0.00	(\$2,263.14)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	02/10/2007	11/01/2006	\$608,116.34	PAYMENT			RP	\$5,488.62	\$291.80	\$5,196.82	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	02/10/2007	12/01/2006	\$607,822.05	PAYMENT			RP	\$5,488.62	\$294.29	\$5,194.33	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	02/10/2007	12/01/2006	\$607,822.05	PAYMENT			SR	\$1,022.76	\$0.00	\$0.00	\$0.00	\$0.00	\$1,022.76	\$0.00	\$0.00	\$0.00
	02/10/2007	12/01/2006	\$0.00	Unapplied			UFF	\$1,022.76	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	02/10/2007	02/08/2007	\$0.00	PAYMENT			RPY	\$12,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	01/16/2007	09/01/2006	\$608,697.47	PAYMENT			RP	\$5,488.62	\$286.88	\$5,201.74	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	01/16/2007	10/01/2006	\$608,408.14	PAYMENT			RP	\$5,488.62	\$289.33	\$5,199.29	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	01/16/2007	10/01/2006	\$608,408.14	PAYMENT			SR	\$1,090.03	\$0.00	\$0.00	\$0.00	\$0.00	\$1,090.03	\$0.00	\$0.00	\$0.00
	01/16/2007	10/01/2006	\$0.00	Unapplied			UFF	\$1,090.03	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

12-11-2020 mg Dec 87621 Filed 06/18/15 Entered 06/18/15 12:02:26 Exhibit A to													
	01/16/2007	01/08/2007	\$0.00 PAYMENT	RPY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/16/2006	08/01/2006	\$608,984.35 PAYMENT	SR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/16/2006	08/01/2006	\$0.00 Unapplied	UFE	\$2,351.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/16/2006	08/01/2006	\$0.00 Unapplied	UFU	(\$2,351.90)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	04/01/2006	\$610,107.77 PAYMENT	RP	\$5,488.62	\$274.93	\$5,213.69	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	05/01/2006	\$609,830.49 PAYMENT	RP	\$5,488.62	\$277.28	\$5,211.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	06/01/2006	\$609,550.84 PAYMENT	RP	\$5,488.62	\$279.65	\$5,208.97	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	07/01/2006	\$609,268.80 PAYMENT	RP	\$5,488.62	\$282.04	\$5,206.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	08/01/2006	\$0.00 FEE	011	FE	\$105.00	\$0.00	\$0.00	\$0.00	\$105.00	\$0.00	\$0.00	\$0.00
	12/11/2006	08/01/2006	\$0.00 FEE	164	FE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00
	12/11/2006	08/01/2006	\$608,984.35 PAYMENT	RP	\$5,488.62	\$284.45	\$5,204.17	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	08/01/2006	\$608,984.35 PAYMENT	SWP	\$2,351.90	\$0.00	\$0.00	\$0.00	\$0.00	\$2,351.90	\$0.00	\$0.00	\$0.00
	12/11/2006	08/01/2006	\$0.00 Unapplied	UFU	\$2,351.90	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/11/2006	12/08/2006	\$0.00 PAYMENT	RPY	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/05/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	12/04/2006	03/01/2006	\$610,382.70 Non-Cash	AA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,646.58)
	12/04/2006	03/01/2006	\$0.00 Unapplied	UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$1,646.58)
	12/01/2006	03/01/2006	\$610,382.70 PAYMENT	SR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/01/2006	03/01/2006	\$0.00 Unapplied	UFF	\$446.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	12/01/2006	03/01/2006	\$0.00 Unapplied	UFU	(\$446.46)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	11/09/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	11/08/2006	03/01/2006	\$610,382.70 Escrow Disb-Tax County	E90	(\$2,263.14)	\$0.00	\$0.00	(\$2,263.14)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	10/18/2006	03/01/2006	\$0.00 FEE	164	FB	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	\$0.00	\$0.00	\$0.00
	09/26/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	09/19/2006	03/01/2006	\$610,382.70 Escrow Disb-Tax County	M90	(\$102.05)	\$0.00	\$0.00	(\$102.05)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	08/23/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	07/31/2006	03/01/2006	\$610,382.70 PAYMENT	PT	(\$4,293.28)	\$0.00	\$0.00	(\$4,739.74)	\$0.00	\$446.46	\$0.00	\$0.00	\$0.00
	07/31/2006	03/01/2006	\$610,382.70 PAYMENT	RT	\$4,293.28	\$0.00	\$0.00	\$4,739.74	\$0.00	(\$446.46)	\$0.00	\$0.00	\$0.00
	07/31/2006	03/01/2006	\$0.00 Unapplied	UFU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	07/24/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	07/17/2006	03/01/2006	\$610,382.70 Escrow Disb-Tax County	M90	(\$4,739.74)	\$0.00	\$0.00	(\$4,739.74)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	06/28/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	05/23/2006	03/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	05/15/2006	03/01/2006	\$0.00 FEE	011	FWA	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	05/15/2006	03/01/2006	\$610,382.70 PAYMENT	AP	\$5,488.62	\$272.61	\$5,216.01	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	05/15/2006	03/01/2006	\$610,382.70 PAYMENT	SWA	(\$15.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$15.00)	\$0.00	\$0.00
	05/15/2006	03/01/2006	\$0.00 Unapplied	UFU	(\$15.00)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/25/2006	02/01/2006	\$0.00 FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	04/13/2006	08/01/2005	\$612,243.15 PAYMENT	RP	\$5,488.62	\$256.85	\$5,231.77	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

12112020 mg Dec 87661 Filed 02/18/15 Entered 06/18/15 12:15:09 Exhibit 1 to 12112020 mg Dec 87661 Filed 02/18/15 Entered 02/05/17 02:20:50 Exhibit 19 of 43 of 8														
	04/13/2006	08/01/2005	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	(\$2,195.44)
	04/13/2006	09/01/2005	\$611,984.11	PAYMENT		RP	\$5,488.62	\$259.04	\$5,229.58	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/13/2006	10/01/2005	\$611,722.85	PAYMENT		RP	\$5,488.62	\$261.26	\$5,227.36	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/13/2006	11/01/2005	\$611,459.36	PAYMENT		RP	\$5,488.62	\$263.49	\$5,225.13	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/13/2006	12/01/2005	\$611,193.62	PAYMENT		RP	\$5,488.62	\$265.74	\$5,222.88	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/13/2006	01/01/2006	\$610,925.61	PAYMENT		RP	\$5,488.62	\$268.01	\$5,220.61	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/13/2006	02/01/2006	\$0.00	FEE	011	FWP	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	04/13/2006	02/01/2006	\$0.00	FEE	040	FWP	\$723.40	\$0.00	\$0.00	\$0.00	\$723.40	\$0.00	\$0.00	\$0.00
	04/13/2006	02/01/2006	\$610,655.31	PAYMENT		RP	\$7,684.06	\$270.30	\$5,218.32	\$0.00	\$0.00	\$0.00	\$0.00	\$2,195.44
	04/13/2006	02/01/2006	\$610,655.31	PAYMENT		SWP	\$461.46	\$0.00	\$0.00	\$0.00	\$0.00	\$461.46	\$0.00	\$0.00
	04/13/2006	02/01/2006	\$0.00	Unapplied		UFU	\$461.46	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	04/13/2006	02/01/2006	\$0.00	Unapplied		UI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$2,195.44
	03/21/2006	07/01/2005	\$0.00	FEE	011	FB	\$15.00	\$0.00	\$0.00	\$0.00	\$15.00	\$0.00	\$0.00	\$0.00
	03/16/2006	07/01/2005	\$0.00	FEE	040	FR	(\$723.40)	\$0.00	\$0.00	\$0.00	(\$723.40)	\$0.00	\$0.00	\$0.00

Exhibit B

Exhibit 31 of 8

Investor: 41728 Warn: 5 Lock: 1 Stop: 0

Page:

Refresh Date:

- Dates -	Paid To:	12/1/2007	Next Due:	1/1/2008	Last Pmt:	6/13/2008
- Bal -	Prin:	\$0.00	Esc:	\$0.00		
- Uncol -	LC:	\$0.00	P&I Adv:	\$0.00	Esc Sht:	\$0.00

NOTES:

Trans Added Date	Trans Type	Area ID that Originated the Message	Document Notice Id	Document Text Id	Document Text Type Code	Add Teller	TransactionDescription
6/3/2008	DM					T:00000	EARLY IND: SCORE 222 MODEL EIFRC
6/5/2008	FSV		0	00	1	T:00000	INSP TP F RESULTS RCVD; ORD DT=05/15/08
6/5/2008	FOR						06/05/08 - 14:27 - 57127
6/5/2008	FOR						User has updated the system for the
6/5/2008	FOR						following event: Bidding
6/5/2008	FOR						Instructions Received By Attorney,
6/5/2008	FOR						completed on 6/5/2008
6/5/2008	FOR						06/05/08 - 13:07 - 00007
6/5/2008	FOR						Foreclosure - Bidding Instructions
6/5/2008	FOR						(NIE Id# 7237867) sent to Executive
6/5/2008	FOR						Trustee Services, Inc. at 6/5/2008
6/5/2008	FOR						12:56:13 PM by Michelle Swaim
6/5/2008	FOR						06/05/08 - 12:36 - 39281
6/5/2008	FOR						User has updated the system for the
6/5/2008	FOR						following event: Bidding
6/5/2008	FOR						Instructions To Attorney, completed
6/5/2008	FOR						on 6/5/2008
6/5/2008	FOR						BIDDING INSTRUCTIONS (609) COMPLETED 06/05/08
6/6/2008	CBR		0	00	1	T:00000	FORECLOSURE STARTED
6/6/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
6/9/2008	ET		0	0	0		ARM CHANGE NOTICE SCHEDULED FOR 06/10/08
6/11/2008	D19		0	04	8		ARM CHANGE NOTICE CREATED - LETTER
6/11/2008	NT	LMT				T:21629	submitted for approval
6/11/2008	NT	LMT				T:21629	will be required. I have advised of the terms,
6/11/2008	NT	LMT				T:21629	due date, payment options and consequences if the
6/11/2008	NT	LMT				T:21629	plan fails. Additional Notes: mortgagor is an
6/11/2008	NT	LMT				T:21629	attorney and became very sick 7/07 and went back
6/11/2008	NT	LMT				T:21629	into full practice 10/07 had lawsuits tied up in
6/11/2008	NT	LMT				T:21629	the court system and he was not being paid,he just

6/11/2008	NT	LMT				T:21629	received funds for a case that was recently
6/11/2008	NT	LMT				T:21629	settled, I suggest we place mortgagor on a 6 month
6/11/2008	NT	LMT				T:21629	trial mod to establish a payment history. He has
6/11/2008	NT	LMT				T:21629	not paid since 8/07. Whe he completes trial we can
6/11/2008	NT	LMT				T:21629	cap his delinquency and modify the loan to a
6/11/2008	NT	LMT				T:21629	current status; Additional Lien(s): N/A; Policy
6/11/2008	NT	LMT				T:21629	"Trial Modification Justification: Hardship:
6/11/2008	NT	LMT				T:21629	Illness of mortgagor; Date: 7/1/2007-10/1/2007;
6/11/2008	NT	LMT				T:21629	Monetary Impact: \$200000; Income : \$11000;
6/11/2008	NT	LMT				T:21629	Expenses (Post Mod): \$9880.78; Residual :
6/11/2008	NT	LMT				T:21629	\$1119.22; Access To Savings/401k: \$0; OAV :
6/11/2008	NT	LMT				T:21629	\$875000; BPO : \$835000; Change In Market: \$-40000;
6/11/2008	NT	LMT				T:21629	UPB: \$606002; LTV : 0.73; Proposed Solution: GMAC
6/11/2008	NT	LMT				T:21629	Mortgage proposes a 6 month trial modification
6/11/2008	NT	LMT				T:21629	consisting of a down payment of \$50000 and a
6/11/2008	NT	LMT				T:21629	monthly contribution of \$6740.78 followed by an
6/11/2008	NT	LMT				T:21629	assessment of the financials to determine if a
6/11/2008	NT	LMT				T:21629	permanent modification or an alternative solution
6/11/2008	LMT						REPAY PLAN STARTED (4001) COMPLETED 06/11/08
6/11/2008	RPA	00					REPAY PLAN SET UP
6/11/2008	LMT						LMT SOLUTN PURSUED (6) COMPLETED 06/11/08
6/11/2008	LMT						COMPLETE FIN PKG REC (3) COMPLETED 06/11/08
6/11/2008	LMT						ASSESS FINANCL PKG (2) COMPLETED 06/11/08
6/11/2008	LMT						REFERRD TO LOSS MIT (1) COMPLETED 06/11/08
6/11/2008	LMT						PURSUE REPAY PLAN (4000) COMPLETED 06/11/08
6/11/2008	LMT						PURSUE LN MODIFCATN (1000) COMPLETED 06/11/08
6/11/2008	LMT						APPROVED FOR LMT 06/11/08
6/11/2008	DM					T:21629	HTO STATED CAN COME UP WITH 50K TOLD HIM WILL
6/11/2008	DM					T:21629	SUBMIT FOR PLAN
6/11/2008	DM					T:21629	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/11/2008	DM					T:21629	HTO SD HAS 25K TO PAY ON LOAN ,R4D=STATED HE IS
6/11/2008	DM					T:21629	S/E A LAWYER 7/07,8/07,9/07 HE WAS SICK HAS NOT
6/11/2008	DM					T:21629	BEEN PAID FOR SERVICES TOLD HIM MUST PAY AT LEAST
6/11/2008	DM					T:21629	HALF OF DELINQUENCY TO BE CONSIDERED FOR A PMT
6/11/2008	DM					T:21629	PLAN
6/11/2008	DM					T:21629	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/11/2008	DM					T:29807	TT B1 VIC, CALL TO SEEK POSS MOD, ADV HE WILL HAVE
6/11/2008	DM					T:29807	25-30K READY TO FED-EX TODAY, TRANS FILE TO CITI
6/11/2008	DM					T:29807	REP FOR ASSIST. CSLOAN 6512
6/11/2008	DM					T:29807	ACTION/RESULT CD CHANGED FROM BRLM TO LMDC

6/12/2008	DM	12-12020 mg	Doc 8766-1	Filed 06/12/15	T:00000	PROMISE BROKEN 06/12/08 PROMISE DT 06/12/08
6/12/2008	FOR	12-12020 mg	Doc 8766-3	Filed 02/05/15	Entered 000575-17203269	Exhibit B to
6/12/2008	FOR					06/11/08 - 18:12 - 57127
6/12/2008	FOR					Fees and costs response: Good
6/12/2008	FOR					Through:6/12/2008 Fees: 1000.00
6/12/2008	FOR					Costs: 1578.90 Comment:
6/12/2008	FOR					06/11/08 - 17:53 - 42783
6/12/2008	FOR					A fees and costs request has been
6/12/2008	FOR					entered for this loan by Alford
6/12/2008	FOR					Hudspeth, good through 6/12/2008
6/12/2008	NT	LMT			T:21629	calld fcl atty sale is postponed as a result of a
6/12/2008	NT	LMT			T:21629	repayment plan
6/12/2008	NT	LMT			T:21629	recvd via fax confirmation that 50k was sent out
6/12/2008	NT	LMT			T:21629	in a cashier check fedex tracking# 792714594908
6/12/2008	NT	LMT			T:17624	viewed acct for dep. no payment made yet. per prev
6/12/2008	NT	LMT			T:17624	notes Alford would put acct on hold if copy of
6/12/2008	NT	LMT			T:17624	check and airbill were recvd. at this time 4:55pm
6/12/2008	NT	LMT			T:17624	fcl sale still scheduled, and no hold.
6/12/2008	DM				T:21629	HTO WILL MAIL O/N MAIL 50K HE WILL FAX COPY OF
6/12/2008	DM				T:21629	CHECK AND AIRBILL ASAP,THEN I WILL POSTPONE SALE
6/12/2008	DM				T:21629	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
6/12/2008	NT	FSV			T:01952	Loan on pres new repay report. Ran CINS
6/12/2008	NT	FSV			T:01952	script to cancel any open insp on mtg.
6/13/2008	FOR					06/12/08 - 18:25 - 08736
6/13/2008	FOR					System updated for the following
6/13/2008	FOR					event: User has ended the Issue
6/13/2008	FOR					associated with this loan. Issue
6/13/2008	FOR					Type: Sale Postponement Request. Com
6/13/2008	FOR					06/12/08 - 18:25 - 08736
6/13/2008	FOR					ments: we will pp sale fro repay.
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					User has completed the Sale
6/13/2008	FOR					Scheduled For data form with the
6/13/2008	FOR					following entries: Sale
6/13/2008	FOR					Postponement Reason: : Loss Mitigati
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					on
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					Process opened 6/13/2008 by user
6/13/2008	FOR					Kathleen Gowen.
6/13/2008	FOR					06/13/08 - 07:22 - 11960

6/13/2008	FOR	12-12020 mg	Doc 8766-1	Filed 06/18/15	Entered 06/15/15	Kathleen Gowen - (Cont) - ease
6/13/2008	FOR	12-12020 mg	Doc 8766-3	Filed 02/05/15	Entered 02/05/15	postpone sale we have a repay plan
6/13/2008	FOR					in place Resolution:
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					User has updated the system for the
6/13/2008	FOR					following event: Sale Scheduled
6/13/2008	FOR					For. User changed date completed
6/13/2008	FOR					from 6/13/2008 to completed on 7/14/
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					2008. Reason: From: Fitton, Donna -
6/13/2008	FOR					CA Sent: Thursday, June 12, 2008
6/13/2008	FOR					4:26 PM To: Gowen, Kathleen - CA
6/13/2008	FOR					Subject: sale for 06-13-08 GM-117076
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					Issue: Sale Postponement
6/13/2008	FOR					Request : Active Start Date:
6/13/2008	FOR					06/12/2008 Close Date: n.a.
6/13/2008	FOR					Entered By: Alford Hudspeth, GMAC CI
6/13/2008	FOR					06/13/08 - 07:22 - 11960
6/13/2008	FOR					osed By: n.a. Reviewed By: n.a.
6/13/2008	FOR					Reviewed: n.a. Projected End: n.a.
6/13/2008	FOR					Days Open: 0 Comments: PI
6/13/2008	FOR					06/12/08 - 18:24 - 42783
6/13/2008	FOR					System updated for the following
6/13/2008	FOR					event: User has created a
6/13/2008	FOR					Process-Level issue for this
6/13/2008	FOR					loan.Issue Type: Sale Postponement R
6/13/2008	FOR					06/12/08 - 18:24 - 42783
6/13/2008	FOR					equest. Issue Comments: Please
6/13/2008	FOR					postpone sale we have a repay plan
6/13/2008	FOR					in place Status: Active
6/13/2008	FOR					06/12/08 - 18:23 - 42783
6/13/2008	FOR					Process opened 6/12/2008 by user
6/13/2008	FOR					Alford Hudspeth.
6/13/2008	FOR					06/12/08 - 18:22 - 42783
6/13/2008	FOR					Process opened 6/12/2008 by user
6/13/2008	FOR					Alford Hudspeth.
6/13/2008	FOR					TASK:0605-FCL-CHANGD FUPDT 07/14/08
6/13/2008	NT	LMT			T:23001	snt rpy pln agreemnt overnite tk# 7970 1263 0862
6/13/2008	OL		0	15	5	WDOYLM - FORECLOSURE REPAYMENT AGREEMENT

6/13/2008	RES	12-112020 mg	0-8766-1 00	06/18/15	Entered 06/15/15	ONLINE REPAYMENT SCHEDULE
6/16/2008	LMT	12-112020 mg	Doc 80733	Filed 02/05/15	Entered 06/15/15	TRIAL MOD EXECUTED (1055) COMPLETED 06/16/08
6/16/2008	LMT				Exhibit 1 Pg 16 of 8	TRIAL MOD APPROVED (1052) COMPLETED 06/16/08
6/16/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
7/2/2008	DM					T:00000 EARLY IND: SCORE 249 MODEL EIFRC
7/2/2008	CIT	FCL20				T:01845 014 LOAN HAS REPAYMENT PLAN - O/R
7/2/2008	CIT	FCL20				T:01845 Loan Number = PIR = 0.00
7/2/2008	CIT	FCL20				T:01845 Private Label = 0.00
7/2/2008	CIT	FCL20				T:01845 Taxes = 0.00 PMI = 0.00
7/2/2008	CIT	FCL20				T:01845 THE BANK OF NEW YORK, N.A. = 110.00
7/2/2008	CIT	FCL20				T:01845 P&I = 0.00
7/2/2008	CIT	FCL20				T:01845 Silent 2nd = 0.00
7/3/2008	CIT	CSH30				T:19338 014 DONE 07/03/08 BY TLR 19338
7/3/2008	CIT	CSH30				T:19338 TSK TYP 724-POP USE-TOT DUE
7/9/2008	FOR					BIDDING INSTRUCTIONS (609) COMPLETED 07/09/08
7/9/2008	FOR					BIDDING INSTRUCTIONS (609) UNCOMPLETED
7/11/2008	FOR					07/11/08 - 14:17 - 38579
7/11/2008	FOR					Intercom Message: / Sent:
7/11/2008	FOR					7/11/2008 2:16:42 PM / From:
7/11/2008	FOR					Michael Mora, at-exet / To:
7/11/2008	FOR					Kathleen Gowen (GMAC) / CC: Jessica
7/11/2008	FOR					07/11/08 - 14:17 - 38579
7/11/2008	FOR					Hill (GMAC) / Message Type: General
7/11/2008	FOR					Update / Subject: Fw: / Message:
7/11/2008	FOR					Sent: 7/11/2008 9:24:00 AMFrom:
7/11/2008	FOR					Hill, JessicaTo: Fitton, Donna(at-ex
7/11/2008	FOR					07/11/08 - 14:17 - 38579
7/11/2008	FOR					et); Mora, Michael(at-exet)CC:
7/11/2008	FOR					Message Type: Response
7/11/2008	FOR					NeededSubject: Message: Please
7/11/2008	FOR					postpone 7/14 sale for 30 days. Than
7/11/2008	FOR					07/11/08 - 14:17 - 38579
7/11/2008	FOR					ks
7/11/2008	FOR					07/11/08 - 15:00 - 08736
7/11/2008	FOR					Intercom Message: / Sent:
7/11/2008	FOR					7/11/2008 2:59:55 PM / From: Donna
7/11/2008	FOR					Fitton, at-exet / To: Kathleen
7/11/2008	FOR					Gowen (GMAC) / CC: / Message Type:
7/11/2008	FOR					07/11/08 - 15:00 - 08736
7/11/2008	FOR					General Update / Subject: Fw: /

7/11/2008	FOR	12-12020 mg	Doc 8766-1	Filed 06/18/15	Entered 06/15/15	Message: Sent: 7/11/2008 9:24:00 AM From: Hill, Jessica To: Fitton, Donna(at-exet); Mora, Michael(at-exe)
7/11/2008	FOR	12-12020 mg	Doc 8766-3	Filed 02/05/15	Entered 06/15/15	Exhibit B to Exhibit 1 Pg 36 of 42 of 8
7/11/2008	FOR					07/11/08 - 15:00 - 08736
7/11/2008	FOR					t)CC: Message Type: Response
7/11/2008	FOR					NeededSubject: Message: Please
7/11/2008	FOR					postpone 7/14 sale for 30 days.
7/11/2008	FOR					Thanks
7/11/2008	FOR					07/11/08 - 09:22 - 39123
7/11/2008	FOR					Process opened 7/11/2008 by user
7/11/2008	FOR					Jessica Hill.
7/11/2008	FOR					07/11/08 - 11:54 - 57127
7/11/2008	FOR					User has updated the system for the
7/11/2008	FOR					following event: Attorney Confirmed
7/11/2008	FOR					File on Hold, completed on 7/11/2008
7/11/2008	FOR					07/11/08 - 09:24 - 39123
7/11/2008	FOR					Intercom From: Jessica Hill, GMAC -
7/11/2008	FOR					To: Donna Fitton (at-exet), Michael
7/11/2008	FOR					Mora (at-exet) / Message: Please
7/11/2008	FOR					postpone 7/14 sale for 30 days. Than
7/11/2008	FOR					07/11/08 - 09:24 - 39123
7/11/2008	FOR					ks
7/11/2008	FOR					07/11/08 - 09:22 - 39123
7/11/2008	FOR					User has updated the system for the
7/11/2008	FOR					following event: Attorney Notified
7/11/2008	FOR					to Place File on Hold, completed on
7/11/2008	FOR					7/11/2008
7/11/2008	LMT					REC'D EXECUTED DOCS (4100) COMPLETED 07/11/08
7/14/2008	DM				T:00000	PROMISE BROKEN 07/14/08 PROMISE DT 07/12/08
7/15/2008	FOR					file on hold
7/15/2008	FOR					TASK:0606-FCL-CHANGD FUPDT 08/14/08
7/15/2008	FOR					file on hold
7/15/2008	FOR					TASK:0605-FCL-CHANGD FUPDT 08/14/08
7/16/2008	NT	LMT			T:16659	Repay Plan Late, Phoned.
7/16/2008	NT	LMT			T:16659	Repay Plan Late, Phoned.
7/18/2008	CBR		0	00	1	T:00000 FORECLOSURE STARTED
7/18/2008	CBR		0	00	1	T:00000 DELINQUENT: 180+ DAYS
7/18/2008	CBR		0	00	1	T:00000 CHANGE IN PRIMARY BORROWERS ADDR
7/21/2008	D28		0	DT	8	BILLING STATEMENT FROM REPORT R628
7/23/2008	FSV		0	00	1	T:00000 INSP TYPE F ORDERED; REQ CD =AUTO DELQ

8/4/2008	DM	12-12020 mg	0	00	1	T:00000	EARLY IND: SCORE 244 MODEL: EIFRC
8/8/2008	CBR	12-12020 mg	0	00	1	T:00000	FORECLOSURE STARTED
8/8/2008	CBR		0	00	1	T:00000	DELINQUENT: 180+ DAYS
8/12/2008	DM					T:21319	TT B1 TRFR EXT.3283. TCERTAIN EXT.6142
8/12/2008	DM					T:21319	ACTION/RESULT CD CHANGED FROM LMDC TO LMDC
8/19/2008	D28		0	DT	8		BILLING STATEMENT FROM REPORT R628
8/21/2008	CIT	CSH10				T:01659	015 New Cit #827-recd prsnl ck #1294 \$6000.00 for
8/21/2008	CIT	CSH10				T:01659	this FCLs Dallas3P Loan. Please advise.
8/21/2008	CIT	CSH10				T:01659	Retarget to T1659
8/25/2008	FSV		0	00	1	T:00000	INSP TYPE F ORDERED; REQ CD =AUTO DELQ
8/25/2008	CIT	COL10				T:21383	015 retargeting CIT 827: please return \$6000.00 as
8/25/2008	CIT	COL10				T:21383	rpp amount is \$6740/78: gsaverin x2909
8/27/2008	OL		0	53	7		WDOYCSH-PYMT PROC-RTRN PYMT TO CUSTOMER
8/27/2008	NT	STOP				T:01655	WARNING CODE 5; Returning personal check 1294 in
8/27/2008	NT	STOP				T:01655	the amount of \$6,000.00; not enough to reinstate
8/27/2008	CIT	CSH10				T:01655	015 DONE 08/27/08 BY TLR 01655
8/27/2008	CIT	CSH10				T:01655	TSK TYP 827-LOSS MIT INSTRU

GMAC Mortgage

3451 Hammond Ave
P.O. Box 780
Waterloo, IA 50704-0780

06/13/08

FORECLOSURE REPAYMENT AGREEMENT

ALAN IRVING MOSS

86 SAN LUCAS AVE
MOSS BEACH CA 94038-0000

RE: Account Number **REDACTED**
Property Address 86 SAN LUCAS AVE
MOSS BEACH CA 94038-0000

ALAN IRVING MOSS ("Customer") and GMAC Mortgage, LLC ("Lender"), in consideration for the mutual covenants set forth in this Foreclosure Repayment Agreement (the "Agreement"), hereby agree as follows:

1. There is an outstanding debt to the Lender pursuant to a note and mortgage or deed of trust or equivalent security instrument (the "Mortgage") executed on 06/22/05, in the original principal amount of \$612500.00.
2. The account is presently in default for non-payment to Lender of the 01/01/08 installment and all subsequent monthly payments due on the Mortgage for principal, interest, escrows and charges.
3. The amount necessary to cure the default is \$97,608.50 plus such additional amounts that are presently due under the terms of the loan documents as of 06/13/08, and will increase until the default in the account is brought current.
4. Lender has instituted foreclosure proceedings against the property securing the Mortgage indebtedness, which proceedings will continue until the default(s) described herein is/are brought current under the terms of the Mortgage, or otherwise cured as provided for in this Agreement.
5. Notwithstanding the foregoing, Lender agrees to suspend but not terminate foreclosure activity on the default account, provided we receive the executed Agreement and we receive the initial installment in the amount of \$50,000.00 no later than 6/12/2008. This executed Agreement can be mailed or faxed to us at:

06/13/08

Account REDACTED

Page Two

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702
Fax: 866-340-5043

6. Pursuant to your request you agree to pay the remainder of the default, \$47,608.50, as indicated in the Payment Schedule enclosed and made a part hereof by reference. Customer understands that payments due under the Payment Schedule may include amounts due for real estate taxes and insurance, and the Payment Schedule amounts may, in such event, have to be increased, at the sole option of the Lender, if the items for such escrow purposes should increase during the duration of the Agreement.
7. All payments under this Agreement, including the regular monthly payments, shall be made in certified funds or cashier's check, shall include the account number on the Customer's check or on a written attachment to the check, and shall be sent to the following address:

GMAC Mortgage, LLC
Attention: Default Payment Processor
3451 Hammond Avenue
Waterloo, IA 50702

Additional methods of remitting payments under this agreement are:

- Money Gram using a Receive Code of 2365
- Western Union using a Code City and State of HOME, IOWA

If payment is tendered in any other form, Lender may return the payment and invoke any remedies available under the loan documents and this Agreement.

8. In the event we do not receive timely payment called for under this Agreement, Lender may, without further notice to Customer, undertake or continue collection or foreclosure activities. In such event, any payments tendered under this Agreement shall be applied to the account in the manner specified in the Mortgage, and there will be no right to a refund of the tendered funds. In the event Lender chooses to accept any payment not in the full amount called for under this Agreement, such acceptance shall not be deemed a waiver of Lender's right to declare a default under this Agreement. Upon any default in meeting the terms of this Agreement, any such payments received under the terms of this Agreement shall be applied first against the default in the account, with the excess, if any, then applied according to the terms of the Mortgage. The parties expressly understand and agree time shall be of the essence as to the obligation under this Agreement.

06/13/08

Account Number **REDACTED**

Page Three

9. Customer understands and agrees that all other provisions, covenants and agreements set forth in the Mortgage shall remain in force and effect during the duration of this Agreement and thereafter, and this Agreement shall not constitute a modification or extension of the Mortgage.
10. If a notice of a new or subsequent bankruptcy is received during the duration of this Agreement, the Agreement will automatically be voided.
11. Acceptance of any payment hereunder shall not constitute a cure nor be deemed a waiver of the existing default, and in no manner shall such acceptance prejudice any rights of Lender to proceed with the Trustee Sale Action noticed in the Notice of Default, and shall not constitute a violation of California Code of Civil Procedure Section 726.580(a), 580(d) (the One Form of Action Rule), and shall not invalidate the Notice of Default. Customer expressly relinquishes and waives any rights, claims and defenses Customer may have under any of the Code of Civil Procedure Sections or under the Loan with regard to any whole or partial payments, whether current, past or future.
12. If any additional amounts are added to the loan to be collected that have not been addressed in this agreement, those amounts will need to be paid at the conclusion of this agreement.

Notice: This is an attempt to collect a debt, and any information obtained will be used for that purpose. If your debt has been discharged in bankruptcy, our rights are being exercised against the collateral for the above-referenced account, not as a personal liability.

If you have any additional questions, please contact us at 800-850-4622, extension 8746820.

Loss Mitigation Department
Loan Servicing

Enclosure

06/13/08

Account REDACTED

Page Four

*****CERTIFIED FUNDS ONLY*****

NOTE: There is no grace period during this Agreement. Pursuant to your request and in order to cure the default on this account, all payments must be received on or before the due date.

RECEIVED AND AGREED:

ALAN IRVING MOSS
Customer

(Seal)

Date

Customer

Date

Upon receipt of the signed agreement, we as the Servicer will also execute to indicate our concurrence with this agreement.

Servicer

5:15

SIGN AND RETURN THIS PAGE ONLY

***** FAX TO 866-340-5043 *****